

Order 98-7-6

Served: July 8, 1998



**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY
WASHINGTON, D.C.**

Issued by the Department of Transportation
on the 8th day of July, 1998

Applications of

**AMERICAN AIRLINES, INC.
and
EXECUTIVE AIRLINES, INC.
d/b/a AMERICAN EAGLE**

for reissuance of their interstate scheduled certificates
under 49 U.S.C. 41102 and *pendente lite* exemptions

**Dockets OST-98-3817
OST-98-3818
OST-98-3819
OST-98-3820**

Joint Application of

**AMERICAN EAGLE AIRLINES, INC.
and
SIMMONS AIRLINES, INC.
d/b/a AMERICAN EAGLE**

for transfer of Simmons' section 41102 certificates under
49 U.S.C. 41105

Docket OST-98-3598

In the matter of the

**REISSUANCE OF INTERSTATE SCHEDULED
PASSENGER CERTIFICATES**

under 49 U.S.C. 41102

Docket OST-98-4024

ORDER REISSUING CERTIFICATES

Summary

By this order, we are (1) reissuing the interstate scheduled passenger certificates held by American Airlines, Inc. (American) and Executive Airlines, Inc. d/b/a American Eagle (Executive)

under 49 U.S.C. 41102 to reflect the new standard “Love Field condition” and the current format for such certificates, (2) affirming our action in Order 98-4-24 reissuing American Eagle’s certificate with this revised provision, and (3) amending the interstate scheduled certificates issued to other air carriers to reflect this new language.

Background

In 1968, the cities of Dallas and Fort Worth, Texas, agreed to build the Dallas/Fort Worth International Airport to serve the air transportation traffic needs in the region. In doing so, the cities signed a Regional Airport Concurrent Bond Ordinance that required the phase out of interstate service at each of its existing airports, and thus, the city of Fort Worth closed Meacham Field to all interstate passenger traffic, and the city of Dallas required all federally certificated air carriers to leave Love Field and move their operations to Dallas/Fort Worth International. The courts, however, held that Southwest Airlines was entitled to continue to use Love Field.

In 1978, Southwest Airlines, which had previously operated only within the State of Texas, sought to expand its service from Love Field to New Orleans. Even though Southwest’s request was met with opposition from the cities of Dallas and Fort Worth, the Civil Aeronautics Board (CAB) awarded interstate authority to Southwest in 1979. Congress then passed Section 29 of the International Air Transportation Competition Act of 1979 (P.L.96-192, 94 Stat. 35, 48-49 (1980)), commonly called “the Wright Amendment.” With certain exceptions, the Wright Amendment restricted interstate scheduled service to or from Love Field to the four states bordering Texas (Arkansas, Louisiana, New Mexico, and Oklahoma). The exceptions included a limited number of charter flights (not to exceed ten per month) and operations by commuter aircraft with a passenger capacity of no more than 56 seats. In order to reflect the restrictions imposed by the Wright Amendment, a “Love Field condition” has been included in the interstate scheduled passenger certificates issued to all air carriers since that time.¹

Last year, the Congress liberalized these restrictions on Love Field service. Section 337 of the Department of Transportation and Related Agencies Appropriations Act, 1998 (P.L.105-66, 111 Stat. 1425, 1447 (October 27, 1997)), commonly referred to as “the Shelby Amendment,” (1) expanded the perimeter within which air carriers may operate from Love Field to include three additional states (Alabama, Kansas, and Mississippi), and (2) redefined the type of aircraft that

¹ Originally, the Love Field condition read: “The holder shall not provide scheduled passenger air transportation to or from Dallas (Love Field), Texas, and one or more points outside Texas except that: (a) the holder may provide charter air transportation not to exceed ten flights per month; and (b) the holder may provide scheduled passenger air transportation between Love Field and one or more points within the States of Louisiana, Arkansas, Oklahoma, New Mexico, and Texas, if, in connection with this service, (i) the holder does not offer or provide any through service or ticketing with another air carrier or foreign air carrier, and (ii) the holder does not offer for sale transportation to or from, and the flight or aircraft does not service, any point which is outside Texas or the four contiguous states.” Although no reference was included in this condition to the 56-seat aircraft “commuter exception” at the time the condition was initially imposed, almost all certificated carriers operated fleets consisting entirely of large aircraft. Several years ago, the Department revised the language of the Love Field condition, which takes into account the commuter exception, to read: “The holder may not provide scheduled passenger air transportation to or from Dallas (Love Field), Texas, except within the limits set forth in section 29 of the International Air Transportation Competition Act of 1979.”

may be operated under the “commuter exception.”² Recently issued certificates conferring interstate scheduled passenger authority have reflected the terms of the Shelby Amendment to the Love Field condition.³

The Pleadings

On May 6, 1998, American Airlines, Inc., and Executive Airlines, Inc., filed applications in Dockets OST 98-3820 and 98-3818, respectively, requesting that their interstate scheduled air transportation certificates be reissued to amend the original Love Field condition contained within those certificates to reflect the current, less restrictive condition.⁴ American and Executive also filed applications for exemptions to permit them to operate pursuant to the amended Love Field condition prior to the Department’s reissuing their certificates (Dockets OST 98-3817 and 98-3819, respectively).

In support of their requests, the applicants state that neither Dallas nor Fort Worth supported the expanded service at Love Field and litigation is currently pending in both State and Federal court concerning the scope of interstate traffic at that airport. American states that it is a party to this litigation and has taken the position that interstate traffic at Love Field should not be expanded beyond the limits set by the Wright Amendment. Nevertheless, both it and Executive want the amended Love Field condition in their certificates in order to ensure that their Federal authority to operate at Love Field is not more restrictive than the authority of other airlines, and so that they have the right to serve Love Field to the full extent allowed by current applicable Federal and local laws.

On May 21, Continental Airlines, Inc., and Continental Express, Inc., filed an answer to American’s and Executive’s applications. In their answer, they state that they have no objection to the carriers’ applications as long as the Department grants at the same time a similar exemption from the Love Field restrictions to all air carriers holding interstate scheduled passenger certificates.⁵

On May 21, Legend Airlines, Inc., an applicant (in Docket OST 98-3667) for certificate authority that is proposing to provide scheduled passenger service to and from Love Field, filed an answer

² As revised, the “commuter exception” allows the operation of any aircraft not exceeding a gross aircraft weight of 300,000 pounds, if the total number of passenger seats installed does not exceed 56.

³ See Orders 98-4-24, served April 23, 1998 (American Eagle Airlines, Inc.) and 98-4-31, served May 6, 1998 (Kiwi International Airlines, Inc.). The Love Field condition contained in these certificates reads: “The holder may not provide scheduled passenger air transportation to or from Dallas (Love Field), Texas, except within the limits set forth in section 29 of the International Air Transportation Competition Act of 1979, as amended by section 337 of the Department of Transportation and Related Agencies Appropriations Act, 1998.”

⁴ By Orders 81-12-131 and 90-2-54, American and Executive, respectively, were issued certificate authority to perform interstate scheduled passenger service. Executive is a subsidiary of AMR Corporation which is also the parent of American Airlines.

⁵ Continental and Continental Express further state that, although Executive has sought relief from the Love Field condition in its certificate, such relief is not necessary since Executive (and other airlines, including Continental Express) are free to conduct unrestricted service from Love Field using aircraft with up to 56 passenger seats.

objecting to American's and Executive's applications. In its objection, Legend states that the applications should be dismissed because American is a party to a Use Agreement with the Dallas/Fort Worth Airport Board that prohibits it from conducting any interstate operations at Love Field. In addition, Legend argues that the applications are incomplete and misleading because they do not detail all agreements, contracts, bond ordinances, and other documents that impact on American's ability to operate at both Dallas/Fort Worth International Airport and Love Field, nor do they offer any information as to the size of aircraft American would operate from Love Field, its proposed destinations, or when such service would be instituted. Legend argues that, if the Department does not dismiss the applications, an oral evidentiary hearing is required in the public interest because American's ability and intention to operate at Love Field is contradicted by its statements and conduct which are designed to prevent any additional operations at that airport, and that these inconsistencies and misleading statements need to be resolved.⁶

In a related matter, on May 22, Legend filed a petition for reconsideration of Order 98-4-24 (Docket OST-98-3598) that transferred and reissued to American Eagle Airlines, Inc., another AMR subsidiary, the section 41102 interstate scheduled air transportation certificate held by Simmons Airlines, Inc. d/b/a American Eagle. Legend states that Order 98-4-24 and its accompanying certificate, which contains the revised, less restrictive Love Field condition, are erroneously based on the conclusion that American Eagle has the authority to operate from Love Field when the carrier is contractually prevented through a Use Agreement from providing interstate operations at Love Field. Therefore, Legend argues that the Department should reconsider Order 98-4-24 and issue a modified certificate to American Eagle that is in full compliance with the contractual restrictions on its operations at Love Field.

On June 2, American and Executive filed a joint reply to the answers filed by Continental, Continental Express, and Legend. In it, the carriers state that they have "no intention of operating aircraft in a manner that is inconsistent with local law or Dallas' proprietary powers, so long as Dallas enforces these laws on a non-discrimintory basis."⁷ Rather, the carriers indicate that they are merely asking the Department to update their certificates to reflect the 1997 Shelby Amendment and to adopt the same type of language that the Department has used in other recently issued certificates.⁸

On June 2, American Eagle Airlines, Inc., filed an answer in opposition to the petition filed by Legend. In its answer, American Eagle states that Legend's petition is untimely (being 9 days late) and should be dismissed; however, if it is considered by the Department, the petition should be denied because the language of the reissued certificate merely conforms to current Federal law.

⁶ Legend argues that American has two goals in its applications: (1) to tie up facilities at Love Field to prevent others from utilizing them, and (2) to make it more difficult for Legend or any other competitor to operate.

⁷ See American's application for certificate amendment in Docket OST 98-3820 at 6-7.

⁸ American and Executive also challenge Continental's statement that the Wright Amendment's commuter exception already allows regional jets to operate from Love Field without restriction, but nevertheless indicate that Continental's position is irrelevant since the language that American and Executive have requested in their certificates merely references the Wright and Shelby Amendments and does not interpret them.

On June 11, Legend filed a surreply to American and Executive's Joint Reply, accompanied by a motion for leave to file.⁹ Legend reiterates its arguments that American has still not shown that the restrictions on its Love Field operations do not affect its fitness and ability to provide services at that airport, and that American continues to mis-state the law concerning the legal restrictions on its proposed Love Field operations. Legend also filed a reply in support of its petition for reconsideration of Order 98-4-24, with accompanying motion for leave to file late.¹⁰ Legend argues that its initial petition was not timely filed because it was not served with the American Eagle order and did not become aware of its contents until after the 20-day period for filing petitions had passed.

On June 12, the Dallas/Fort Worth International Airport (DFW) filed an answer to the applications, accompanied by a motion for leave to file late.¹¹ DFW states that it has no objection to the updating of American's, American Eagle's, or any other air carrier's DOT certificates, as long as it is understood that nothing in the Federal certificates can authorize interstate services that the carriers have contractually committed not to provide. In this regard, DFW states that American, as well as Continental, have entered into Use Agreements in which they have contracted to operate all of their interstate flights serving the Dallas/Fort Worth area exclusively from DFW International Airport; that both carriers have announced plans to begin interstate service from Love Field over the summer; that, as a result, DFW has filed separate legal actions against the carriers seeking declaratory judgments that American/American Eagle and Continental/Continental Express are contractually prohibited from offering interstate flights from Love Field; and that the ongoing litigation will determine the scope of Love Field service permitted by these carriers.

Although no other pleadings were formally filed, on May 29, 1998, the Love Field Citizens Action Committee (the Committee), a voluntary association of homeowners and other residents who live close to Love Field, filed a letter requesting that American's applications be denied because the carrier is contractually prohibited under a Use Agreement from providing interstate air service to or from Love Field. Moreover, the Committee argues that an Environmental Impact Statement should be prepared since the neighborhoods surrounding Love Field suffer daily from the noise, traffic congestion, pollution, and dangers brought about by air traffic activity, and that they are opposed to increasing utilization of Love Field that would, in their opinion, serve to exacerbate already environmentally overwhelmed neighborhoods.

⁹ We will grant the motion.

¹⁰ We will grant the motion.

¹¹ We will grant the motion.

Decision

After considering the arguments of the various parties in this proceeding, we have decided to grant American and Executive's requests to reissue their certificates with the new, modified Love Field condition,¹² and to affirm our action in Order 98-4-24 reissuing American Eagle's certificate with this revised provision. At the same time, we will amend the interstate scheduled certificates issued to other air carriers to reflect this new language.

We recognize that the issues involving operations to and from Love Field have a long, complex and controversial history. However, the actions we are taking here are strictly administrative in nature: they confer no rights that do not already exist. The law with respect to operations that can be conducted at Love Field has changed; whether the parties agree with the merits of that change is not in issue. What is relevant is that, to the extent that interstate certificates issued by the Department (or the Civil Aeronautics Board before it) contain restrictions that are inconsistent with the law, such certificates need to be amended.

Some of the objectors argue that American, in particular, cannot operate interstate service to or from Love Field because of a contractual agreement that it has entered into, and thus, the Department should deny its applications.¹³ This argument fails to take into account that the Department does not--and may not--award specific city-by-city authorizations for domestic air service, and the certificates incorporate only the restrictions imposed by federal statute on airline operating authority.¹⁴ Air carriers are often constrained in undertaking operations at various airports--e.g., because of unavailability of facilities or services or because of lack of convenient take-off and landing slots (such as at slot-controlled airports). The existence of such constraints does not, however, dictate that the carriers' underlying Federal rights to serve that point should be modified or restricted.

Finally, as to the claim by the Love Field Citizens Action Committee that an Environmental Impact Statement should be prepared here, we note that the Department has already considered the environmental effects of changes to the Wright Amendment.¹⁵ More to the point, however, is the fact that the Shelby Amendment is a Congressional mandate that effectively requires us to revise and reissue airline certificates as we are doing. We cannot refuse to do so, nor are there any alternatives to evaluate. Because the primary purpose of an impact statement is to aid in agency decisionmaking, courts have stated that nondiscretionary acts are exempt from the requirement. *See, e.g., Goos v. Interstate Commerce Commission*, 911 F.2d 1283 (8th Cir. 1990); *Sugarloaf*

¹² In light of this action, American and Executive's requests for *pendente lite* exemptions are moot and will be dismissed.

¹³ DFW notes that Continental has signed a similar agreement.

¹⁴ Taking this argument one step further, given the existence of the referenced Use Agreement, the current certificates of American and its related companies should be amended to restrict them from providing any service between Love Field and points outside the State of Texas, even service permitted by the 1979 Wright Amendment. However, no such suggestion has been proposed.

¹⁵ DOT, *Analysis of the Impact of Changes to the Wright Amendment*, 1992. This analysis indicated that the primary environmental impact of an expansion of flight operations from Love Field would be aircraft noise, but that the impacts would be reduced from current levels over time by greater use of quieter Stage 3 aircraft and the phase-out of some old, noisier general aviation aircraft. The benefits of expanded service were shown to be significant, with more service, more competition, and lower fares.

Citizens Ass'n v. F.E.R.C., 959 F.2d 508 (4th Cir. 1992); *Atlanta Coalition on Transportation Crisis v. Atlanta Regional Commission*, 599 F.2d 1333 (5th Cir. 1979) In such an instance, no purpose can be served by conducting an environmental assessment, and we find none is required.

Thus, we have decided to grant the certificate amendment requests of American and Executive and will reissue their interstate scheduled air transportation certificates to reflect the current Federal law with respect to service to and from Love Field. In addition, we find that the action taken by the Department in Order 98-4-24 that transferred and reissued to American Eagle the section 41102 certificate issued to Simmons with the current Love Field condition was appropriate, and we reconfirm that action.

In doing so, we recognize that there are many other air carriers holding interstate scheduled passenger authority whose certificates contain the more restrictive Love Field condition. As Continental and Continental Express have suggested, in order to assure that the full Federal authority of all such carriers is reflected in their certificates, we will reissue each such certificate to reflect the current Federal law with respect to Love Field.¹⁶

ACCORDINGLY,

1. We amend and reissue the interstate scheduled passenger certificates of each air carrier listed in Attachment A to reflect the new standard Love Field condition and the current format for such certificates. The amended condition will read as follows: "The holder may not provide scheduled passenger air transportation to or from Dallas (Love Field), Texas, except within the limits set forth in section 29 of the International Air Transportation Competition Act of 1979, as amended by section 337 of the Department of Transportation and Related Agencies Appropriations Act, 1998."
2. We affirm our action in Order 98-4-24 transferring to American Eagle Airlines, Inc., the interstate scheduled passenger certificate issued previously to Simmons Airlines, Inc., in the format as reissued by that Order.
3. We dismiss, as moot, the exemption requests of American Airlines, Inc., and Executive Airlines, Inc., in Dockets OST-98-3817 and OST-98-3819, respectively.

¹⁶ The carriers whose certificates we are reissuing are listed in Attachment A along with the Order number of their current interstate scheduled passenger authority. At this time, we will not, however, reissue amended interstate scheduled passenger certificates to air carriers whose certificates have not yet been made effective or are not currently effective because of a cessation of operations. Amended authority will be reissued to those carriers when their certificates are made effective or reinstated. Nor will we reissue amended interstate scheduled passenger authority to those carriers that are the subject of an ongoing continuing fitness review that will result in the reissuance of their certificates for other reasons; at such time, the amended Love Field condition will be included.

4. We grant the motions of Legend Airlines, Inc., and Dallas/Fort Worth International Airport for leave to file late or otherwise unauthorized documents.
5. We will serve on each carrier listed in Attachment A a copy of this order and their individual amended interstate scheduled passenger certificate.
6. We will also serve a copy of this order on the persons listed in Attachment B.

By:

CHARLES A. HUNNICUTT
Assistant Secretary for Aviation
and International Affairs

(SEAL)

*An electronic version of this document is available on the World Wide Web at:
<http://dms.dot.gov>*

ATTACHMENT A**CARRIER****ORDER**

Air Micronesia, Inc.	81-12-131
Air Midwest, Inc.	81-12-131
Air Wisconsin Airlines Corp.	93-12-41
Alaska Airlines, Inc.	81-12-131
Alaska Central Express, Inc.	96-8-22
Alaska Juneau Aeronautics, Inc. d/b/a Wings of Alaska	90-12-36
Alaska Seaplane Service, L.L.C.	97-8-10
Allegheny Airlines, Inc. d/b/a US Airways Express	97-4-6
Aloha Airlines, Inc.	81-12-131
America West Airlines, Inc.	83-7-111
American Airlines, Inc.	81-12-131
American International Airways, Inc.	93-5-22
American Trans Air, Inc. d/b/a ATA	85-6-7
Arctic Circle Air Service, Inc.	90-12-43
Arctic Transportation Services, Inc.	97-5-1
Astral Aviation, Inc. d/b/a Skyway Airlines	94-2-25
Atlantic Coast Airlines d/b/a United Express	92-1-17
Atlantic Southeast Airlines, Inc.	93-2-23
Baker Aviation, Inc.	91-2-30
Bering Air, Inc.	92-9-34
Bidzy Ta Hot' Aana, Inc. d/b/a Tanana Air Service	84-2-12
Big Sky Transportation Co. d/b/a Big Sky Airlines, Inc.	81-12-131
Business Express Airlines, Inc.	97-5-19
Cape Smythe Air Service, Inc.	90-12-22
CCAair, Inc. d/b/a US Airways Express	92-9-23
d/b/a Piedmont Charter, d/b/a Piedmont Commuter	
Comair, Inc.	86-11-26
Continental Airlines, Inc.	81-12-131
Continental Express, Inc.	93-5-38
Continental Micronesia, Inc. d/b/a Continental/Air Micronesia	92-11-46
Delta Air Lines, Inc.	81-12-131
DHL Airways, Inc.	81-12-131
Eagle Canyon Airlines, Inc.	95-5-10
Eagle Jet Charter, Inc. d/b/a Eagle Air	95-12-5
Eastwind Airlines, Inc.	95-8-29
Empire Airlines, Inc.	90-8-37
Era Aviation, Inc. d/b/a Era Classic Airlines	87-12-25
d/b/a Era Helicopters	
Evergreen International Airlines, Inc.	81-12-131
Executive Airlines, Inc. d/b/a American Eagle	90-2-54
Express One International, Inc.	96-6-15
F.S. Air Service, Inc.	92-12-15
Federal Express Corporation	81-12-131
Forty Mile Air, Ltd.	92-9-19
Frontier Airlines, Inc.	94-8-16

Frontier Flying Service, Inc.	91-4-5
Grand Holdings, Inc. d/b/a Champion Air	95-3-23
Grant Aviation, Inc.	93-12-28
Hageland Aviation Services, Inc.	91-11-9
Haines Airways, Inc.	86-10-3
Hawaiian Airlines, Inc.	81-12-131
Horizon Air Industries, Inc. d/b/a Horizon Air	84-7-79
Iliamna Air Taxi, Inc.	92-7-28
Jim Air, Inc.	97-6-20
Katmailand, Inc. d/b/a Katmai Air	94-3-25
L.A.B. Flying Service, Inc.	91-1-66
Laker Airways, Inc.	96-4-6
Larry's Flying Service, Inc.	86-2-26
Mesa Airlines, Inc.	90-10-19
Mesaba Aviation, Inc. d/b/a Mesaba Airlines d/b/a Mesaba Northwest Airlin	97-4-20
Midway Airlines Corp.	93-11-30
Midwest Express Airlines, Inc.	84-6-1
Nations Air Express, Inc.	95-3-32
North American Airlines, Inc.	90-1-46
Northwest Airlines, Inc.	81-12-131
Olson Air Service, Inc.	87-5-67
Peninsula Airways, Inc. d/b/a Penair	91-4-23
Pro Air, Inc.	97-6-11
Promech, Inc.	93-5-26
Reeve Aleutian Airways, Inc.	91-4-28
Reno Air, Inc.	92-7-2
Ryan International Airlines, Inc.	92-9-10
Seaborne Aviation, Inc. d/b/a Seaborne Seaplane Adventures	96-3-1
Shuttle, Inc. d/b/a US Airways Shuttle	92-5-19
Sierra Pacific Airlines, Inc.	84-12-85
Skagway Air Service, Inc.	87-7-44
SkyWest Airlines, Inc.	85-11-49
SouthCentral Air, Inc.	91-1-7
Southwest Airlines Co.	86-5-60
Spirit Airlines, Inc.	93-1-26
Sun Country Airlines, Inc.	96-6-41
Taquan Air Service, Inc. d/b/a Taquan Air, d/b/a AirOne	98-3-6
Tatonduk Outfitters, Ltd. d/b/a Air Cargo Express d/b/a Tatonduk Flying Service	96-6-26
TEM Enterprises, Inc. d/b/a Casino Express Airlines	91-7-3
Tower Air, Inc.	84-3-7
Trans States Airlines, Inc.	89-5-64
Trans World Airlines, Inc.	81-12-131
UFS, Inc.	93-9-18
United Air Lines, Inc.	81-12-131
US Airways, Inc. d/b/a US Airways, d/b/a Metrojet	97-4-6
Vanguard Airlines, Inc.	94-12-9
Village Aviation, Inc. d/b/a Camai Air	95-5-1
Warbelow's Air Ventures, Inc.	90-11-35
World Airways, Inc.	81-12-131

Wright Air Service, Inc.
Yute Air Alaska, Inc.

86-12-46
91-1-24

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ATTACHMENT B

Service List

Mr. Carl B. Nelson, Jr.
Associate General Counsel
American Airlines, Inc.
1101 17th Street, NW, Suite 600
Washington, DC 20036

Mr. William K. Ris, Jr
Vice President, Government Affairs
American Airlines, Inc.
1101 17th Street, NW, Suite 600
Washington, DC 20036

Mr. R. Bruce Wark
Senior Attorney
American Airlines, Inc.
P.O. Box 619616, MD 5675
DFW Airport, TX 75261

Ms. Holly Elizabeth Stroud
General Counsel
American Eagle Airlines, Inc.
P.O. Box 619616, MD 5475
DFW Airport, TX 75261

Mr.R. Bruce Keiner, Jr.
Counsel for Continental Airlines,
Crowell & Moring, LLP
1001 Pennsylvania Ave., NW
Washington, DC 20004

Ms. Rebecca G. Cox
Vice President,
Government Affairs
Continental Airlines, Inc.
1350 I Street, NW
Washington, DC 20005

Mr. Edward P. Faberman
Counsel for Legend Airlines, Inc.
Ungaretti & Harris
1747 Pennsylvania Ave., NW, Suite 900
Washington, DC 20006

Mr. T. Allan McArtor
President and CEO
Legend Airlines, Inc.
7701 Lemmon Avenue
Dallas, TX 75209

Mr. Russ Jewert, Co-Chair
Mr. Rudy Longoria, Co-Chair
Love Field Citizens Action Con
P.O. Box 36383
Dallas, TX 75235

Mr. Kevin E. Cox
Deputy Executive Director
DFW International Airport
P.O. Drawer DFW
Dallas/Fort Worth, TX 75261

Mr. Michael F. Goldman
Counsel for DFW International Airport
Bagileo, Silverberg & Goldman
1101 30th St, NW, Suite 120
Washington, DC 20007

